

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

In re:

Samir J Joshi

\* Case No. 24-53599

\* Judge: NAMI KHORRAMI

Debtor \* Ch. 13

---

**AMENDMENT TO CHAPTER 13 PLAN**

---

Now comes the debtor, by and through counsel, to amend the Chapter 13 Plan as provided below:

*Amended plan to clarify special provision regarding anticipated adversary proceeding.*

A copy of the Chapter 13 Plan as amended by the debtor(s) follows.

Respectfully submitted,

/s/ Michael A. Cox  
Michael A. Cox (0075218)  
Guerrieri Cox & Associates  
3478 N. High Street, Suite 100  
Columbus, Ohio 43214  
614.267.2871  
Fax to: 614.267.2871  
coxecf@columbusdebtrelief.com  
Attorney for Debtor(s)

**MANDATORY FORM PLAN (Revised 03/24/2023)**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO

In re ) Case No. 24-53599  
**Samir Jayesh Joshi** )  
Debtor ) Chapter 13  
 ) Judge NAMI KHORRAMI

**CHAPTER 13 PLAN**

**1. NOTICES**

**The Debtor has filed a case under chapter 13 of the Bankruptcy Code. A notice of the case (Official Form 309I) will be sent separately.**

This is the Mandatory Form Chapter 13 Plan adopted in this District. Local Bankruptcy Rule ("LBR") 3015-1. "Debtor" means either a single debtor or joint debtors as applicable. "Trustee" means Chapter 13 Trustee. Section "§" numbers refer to sections of Title 11 of the United States Bankruptcy Code. "Rule" refers to the Federal Rules of Bankruptcy Procedure.

Unless otherwise checked below, the Debtor is eligible for a discharge under § 1328(f).

- Debtor        is **not eligible** for a discharge.  
 Joint Debtor        is **not eligible** for a discharge.

**Initial Plan.**

**Amended Plan.** The filing of this Amended Plan shall supersede any previously filed Plan or Amended Plan and must be served on the Trustee, the United States trustee, and all adversely affected parties. If the Amended Plan adversely affects any party, the Amended Plan shall be accompanied by the twenty-one (21) day notice. Rule 2002(a)(9). Any changes (additions or deletions) from the previously filed Plan or Amended Plan must be clearly highlighted in a conspicuous manner in the Amended Plan filed with the Court. LBR 3015-2(a)(1).

If an item is not checked, the provision will be ineffective if set out later in the Plan.

The checkboxes below will be checked automatically if information is entered in the referenced Plan provisions.

- This Plan contains nonstandard provisions in Paragraph 13.**  
 **The Debtor proposes to limit the amount of a secured claim based on the value of the collateral securing the claim. See Paragraph(s) 5.1.2(A) and/or 5.1.4(A).**  
 **The Debtor proposes to eliminate or avoid a security interest or lien. See Paragraph(s) 5.4.1, 5.4.2, and/ or 5.4.3.**

**NOTICE TO CREDITORS:** You should read this Plan carefully, including Paragraph 13 (Nonstandard Provisions), and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Except as otherwise specifically provided, upon confirmation, you will be bound by the terms of this Plan. Your claim may be reduced, modified, or eliminated. The Court may confirm this Plan if no timely objection to confirmation is filed.

**2. PLAN PAYMENT AND LENGTH**

**2.1 Plan Payment.** The Debtor shall pay to the Trustee the amount of \$       per month. [Enter step payments below, if any.] The Debtor shall commence making payments not later than thirty (30) days after the date of filing of the Plan or the order for relief, whichever is earlier. § 1326(a)(1).

**2.1.1 Step Payments, if any:**

\$400 for 3 months  
\$580 for **the remainder of the plan**

**2.2 Unsecured Percentage.**

**Percentage Plan.** Subject to Paragraph 2.3, this Plan will not complete earlier than the payment of 27 % on each allowed nonpriority unsecured claim.

**Pot Plan.** Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is

**MANDATORY FORM PLAN (Revised 03/24/2023)**

\$\_\_\_\_\_. Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each allowed nonpriority unsecured claim is estimated to be no less than \_\_\_\_ %.

**2.3 Means Test Determination.**

**Below Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.

**Above Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, projected length of the Plan must be sixty (60) months.

Upon notice filed with the Court, the Trustee is authorized to administratively increase the proposed percentage payable to nonpriority unsecured creditors to ensure the Plan complies with § 1325(b)(1)(B).

**3. PRE-CONFIRMATION LEASE PAYMENTS AND/OR ADEQUATE PROTECTION PAYMENTS**

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total Plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total Plan payment to the Trustee. LBR 3070- 1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

NONE

| Name of Lessor/Secured Creditor | Property Description | Monthly Payment Amount |
|---------------------------------|----------------------|------------------------|
|                                 |                      |                        |

**4. SECURED CLAIMS: TREATMENT, TIMING AND SERVICE REQUIREMENTS**

- 4.1 Non-Government Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2(A) and 5.1.4(A). Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2, and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.
- 4.2 Governmental Unit Secured Claims. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made **only** by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed **only** after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).
- 4.3 Service Requirements. If the Debtor proposes to seek relief under Paragraphs 5.1.2(A), 5.1.4(A), 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), and Rule 4003(d).
- 4.4 Retention of Lien. The holder of any claim listed in Paragraphs 5.1.2(A) or (B), 5.1.3, 5.1.4(A) or (B), and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of -- (a) payment of the underlying debt determined under nonbankruptcy law, (b) discharge of the underlying debt under § 1328, or (c) completion of the Plan -- at which time the lien will terminate and be released by the creditor.

**5. PAYMENTS TO CREDITORS****SUMMARY OF PAYMENTS BY CLASS**

| Class   | Definition                                       | Payment/Distribution by Trustee                                 |
|---------|--|---|
| Class 1 | Claims with Designated Specific Monthly Payments | Paid first in the monthly payment amount designated in the Plan |

**MANDATORY FORM PLAN (Revised 03/24/2023)**

|         |   |   |
|---------|---|---|
| Class 2 | Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages) | Paid second and pro rata with other Class 2 claims. |
| Class 3 | Priority Claims   | Paid third and pro rata with other Class 3 claims.  |
| Class 4 | Nonpriority Unsecured Claims  | Paid fourth and pro rata with other Class 4 claims. |
| Class 5 | Treatment of Claims with a Non-Filing Codebtor, Guarantor, or Third Party                                 | See Paragraph 5.5                                   |
| Class 6 | Claims Paid by the Debtor   | Not applicable                                      |

Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient. If the Trustee receives written communication from a creditor that a claim has been paid in full, released, waived, or otherwise deemed satisfied, the Trustee may file a Notice of Deemed Satisfaction of Claim with the Court and distribute any funds returned to the Trustee relating to such claim to other creditors without further order of the Court.

**5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS**

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The Plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full Plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

**5.1.1 Maintenance of Regular Mortgage Payments**

Regular mortgage payments shall be calculated to include the payment due the month after the filing of the petition. For mortgage loan claims disbursed by the Trustee, arrearage payments shall be calculated to include the payment due for the month of the filing of the petition. Arrearages shall be listed in Paragraph 5.2.1 and paid as Class 2 claims.

**Trustee disburse.**

NONE

**Debtor direct pay.** Unless otherwise ordered by the Court, regular monthly mortgage payments may be paid directly by the Debtor only if the mortgage is current as of the petition date. LBR 3015-1(d).

NONE

**5.1.2 Modified Mortgages or Liens Secured by Real Property**

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the Plan is due. §§ 1322(b)(2), (c)(2).

**5.1.2(A) Cramdown/Real Property.** To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

NONE

**5.1.2(B) Non-Cramdown/Real Property.** The full amount of the following claims shall be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.

NONE

**MANDATORY FORM PLAN (Revised 03/24/2023)**

**5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable [“910 Claims/Personal Property”]**

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor’s personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

**NONE**

| Name of Creditor | Property Description | Purchase Date | Estimated Secured Claim to be Paid | Interest Rate | Minimum Monthly Payment Including Interest |
|------------------|----------------------|---------------|------------------------------------|---------------|--|
|                  |                      |               |                                    |               |  |

**5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable**

The following claims are secured by personal property not described above in Paragraph 5.1.3.

**5.1.4(A) Cramdown/Personal Property.** To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

**NONE**

**5.1.4(B) Non-Cramdown/Personal Property.** The full amount of the following claims will be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.

**NONE**

**5.1.5 Domestic Support Obligations (Ongoing) - Priority Claims under § 507(a)(1)**

The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee. Arrearages shall be listed in Paragraph 5.2.2 and paid as Class 2 claims.

**NONE**

**5.1.6 Executory Contracts and Unexpired Leases**

**Service Requirements.** The Plan shall be served on the holder of any executory contract or unexpired lease listed in Paragraph 5.1.6.

**The Debtor rejects** the following executory contracts and unexpired leases.

**Notice to Creditor of Deadline to File Claim for Rejection Damages:** A proof of claim for rejection damages must be filed by the creditor within ninety (90) days from the date of confirmation of the Plan. Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

**NONE**

**The Debtor assumes** the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(c)(1). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract or unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

**Trustee disburse.**

**NONE**

**Debtor direct pay.**

**MANDATORY FORM PLAN (Revised 03/24/2023)**

NONE

**5.1.7 Administrative Claims**

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

NONE

| Name of Claimant       | Total Claim | Amount to be Disbursed by Trustee | Minimum Monthly Payment Amount                      |
|------------------------|-------------|-----------------------------------|---|
| Michael A. Cox 0075218 | 4,350.00    | 4,350.00                          | \$365.00 for three months, then \$525.00 until paid |

**5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)**

**5.2.1 Secured Claims with No Designated Monthly Payments**

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment, and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims. The interest rate in Paragraph 7 does not apply to claims in this Paragraph.

NONE

**5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)**

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

NONE

**5.3 CLASS 3 - PRIORITY CLAIMS**

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

**5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS**

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

**5.4.1 Wholly Unsecured Mortgages/Liens**

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See *In re Lane*, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at [www.ohsb.uscourts.gov](http://www.ohsb.uscourts.gov).

NONE

**5.4.2 Judicial Liens Impairing an Exemption in Real Property**

The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1)(A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at [www.ohsb.uscourts.gov](http://www.ohsb.uscourts.gov).

NONE

**MANDATORY FORM PLAN (Revised 03/24/2023)**

**5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property**

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at [www.ohsb.uscourts.gov](http://www.ohsb.uscourts.gov).

**NONE**

**5.4.4 Mortgages to be Avoided Under § 544**

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

**NONE**

**5.5 CLASS 5 - TREATMENT OF CLAIMS WITH A NON-FILING CODEBTOR, GUARANTOR, OR THIRD PARTY**

**5.5(A) Claims Paid by Non-Filing Codebtor, Guarantor, or Third Party.** The following claims shall not be paid by the Trustee or the Debtor but shall be paid by a non-filing codebtor, guarantor, or third party.

**NONE**

**5.5(B) Claims Paid by Debtor or Trustee.** The following claims with a non-filing codebtor or guarantor shall be paid by the Debtor or Trustee.

**NONE**

**5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR**

The following claims, which are not otherwise addressed in the Plan, shall not be paid by the Trustee but shall be paid directly by the Debtor.

**NONE**

**6. SURRENDER OF PROPERTY**

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

**NONE**

**7. INTEREST RATE**

Unless otherwise stipulated by the parties, ordered by the Court or provided for in this Plan and except for claims treated in paragraph 5.1.1 and 5.2.1, secured claims shall be paid interest at the annual percentage rate of 8.5 % based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp. (In re Till)*, 541 U.S. 465 (2004).

**This is a solvent estate.** Unless otherwise provided, all nonpriority unsecured claims shall be paid in full with interest at \_\_\_\_% from the date of confirmation. If this box is not checked, the estate is presumed to be insolvent.

**8. FEDERAL INCOME TAX RETURNS AND REFUNDS**

**8.1 Federal Income Tax Returns**

The Debtor shall provide the Trustee with a copy of each federal income tax return by April 30 of each year, unless otherwise ordered by the Court.

**8.2 Federal Income Tax Refunds**

**MANDATORY FORM PLAN (Revised 03/24/2023)**

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and, unless otherwise ordered by the Court, shall turn over any balance in excess of such amount to the Trustee by June 1 of each year. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

**9. OTHER DUTIES OF THE DEBTOR**

**9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments**

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

**9.2 Personal Injury, Workers Compensation, Bonuses, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Funds to Which the Debtor May Be Entitled or Becomes Entitled to Receive**

The Debtor shall keep the Trustee informed as to any claim for or receipt of money or property regarding personal injury, workers compensation, bonuses, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

**9.3 Social Security**

The Debtor shall keep the Trustee informed as to any claim for or receipt of social security funds.

**10. INSURANCE**

**10.1 Insurance Information**

As of the petition date, the Debtor's real and personal property is insured as follows.

**NONE**

| Property Address/<br>Description          | Insurance Company  | Policy Number    | Full/Liability       | Agent Name/ Contact<br>Information |
|---|--------------------|------------------|----------------------|------------------------------------|
| <b>2018 Honda Accord<br/>72,000 miles</b> | <b>Progressive</b> | <b>951894050</b> | <b>Full Coverage</b> | <b>1-800-776-4737</b>              |

**10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)**

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

**11. EFFECTIVE DATE OF THE PLAN**

The effective date of the Plan is the date on which the order confirming the Plan is entered.

**12. VESTING OF PROPERTY OF THE ESTATE**

Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.

**MANDATORY FORM PLAN (Revised 03/24/2023)**

Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b) and (c).

Other \_\_\_\_\_

**13. NONSTANDARD PROVISIONS**

The nonstandard provisions listed below are restricted to those items applicable to the particular circumstances of the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed elsewhere in this Plan is void and shall have no binding effect.

The Debtor shall within 90 days of confirmation of this Plan file an adversary proceeding against First Investors National Bank to avoid its security interest in the Debtor's 2018 Honda Accord as this transfer constitutes an impermissible preference under the Bankruptcy Code. ~~The claim will be paid as a general unsecured non-priority debt.~~ The Debtor has expressly requested the trustee to commence this action. The trustee has expressly declined to do so. The Debtor has standing and authority to file the motion or adversary proceeding. The extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor.

**Debtor's Attorney**

Date: March 3, 2025

*/s/ Michael A. Cox*

Michael A. Cox 0075218

Guerrieri, Cox & Associates  
3478 N. High Street  
Suite 100  
Columbus, OH 43214  
Ph: (614) 267-2871  
Fx: (614) 267-2873  
[coxecf@gcdebt.com](mailto:coxecf@gcdebt.com)

**Debtor**

*/s/ Samir Jayesh Joshi*

Samir Jayesh Joshi

Date: March 3, 2025

**Joint Debtor**

Date: \_\_\_\_\_

**NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION**

Debtor(s) has filed a Chapter 13 Plan or an Amended Chapter 13 (collectively, the “Plan”)

**Your rights may be affected.** You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file an objection to the Plan **within the later of:** 1) fourteen (14) days after the § 341 meeting of creditors is concluded; **OR** 2) twenty-one (21) days from the date set forth in the certificate of service of this Plan below. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by ordinary U.S. Mail to:

US Bankruptcy Court  
170 N. High Street  
Columbus, OH 43215

OR your attorney must file the objection using the Court’s ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court’s ECF System or by 2) ordinary U.S. Mail to:

Samir J Joshi  
1206 Foor Boulevard  
Pataskala, OH 43062

Michael A. Cox, Attorney for the debtor(s) (Served by Court’s ECF System);  
Chapter 13 Trustee Edward A. Bailey;  
and the United States Trustee, 170 N. High Street #200, Columbus, OH 43215.

If you or your attorney does not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirmation the Plan without further hearing or notice.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **Plan** was served (i) electronically on the date of filing through the court’s ECF System on all participants registered in this case at the email address registered with the court and (ii) on the parties in interest listed below on **April 3, 2025** in the manner specified below:

The following Parties in Interest were served as required by Bankruptcy Rule 7004 via ordinary U.S. Mail (unless otherwise specified):

And, the following Parties in Interest were served via ordinary U.S. Mail:

All Parties on the attached mailing matrix

/s/ Michael A. Cox  
\_\_\_\_\_  
Michael A. Cox (0075218)

Asst US Trustee (Col)

Edward A. Bailey

Capital One

Office of the US Trustee

Edward A. Bailey - Chapter 13 Trustee

Attn Bankruptcy

170 North High Street

550 Polaris Parkway

PO Box 30285

Suite 200

Ste 500

Salt Lake City, UT 84130-0285

Columbus, OH 43215-2417

Westerville, OH 43082-7058

Check Into Cash

Michael A Cox

Credit One Bank

PO Box 550

Guerrieri, Cox &amp; Associates LLC

PO Box 60500

Cleveland, TN 37364-0550

3478 N. High St.

City Of Industry, CA 91716-0500

Suite 100

Suite 100

Columbus, OH 43214-4031

Earnin

(p) EMPOWER FINANCE INC

Explore Credit

PO Box 46

9169 W STATE ST

PO Box 260269

Palo Alto, CA 94301

#499

Atlanta, GA 31126-0269

GARDEN CITY ID 83714-1733

FIRST INVESTORS SERVICING CORPORATION

First Investors Financial Dept

c/o Peritus Portfolio Services II LLC

Attn: Bankruptcy

PO Box 141419

3065 Akers Mill Road SE, Suite 700

Irving, TX 75014-1419

Atlanta, GA 30339-3124

Fifth Third Bank

MD# ROPS05 Bankruptcy Dept.

1850 East Paris SE

Grand Rapids, MI 49546-6253

First National Bank of Pasco

JPMorgan Chase Bank

13315 US Highway 301

Attn: Legal Processing

Dade City, FL 33525-5455

1698 N. High Street

First Premier Bank

Columbus, OH 43201-1105

3820 N Louise Avenue

Sioux Falls, SD 57107-0145

(p) JEFFERSON CAPITAL SYSTEMS LLC

PO BOX 7999

SAINT CLOUD MN 56302-7999

Samir Jayesh Joshi

1206 Foor Boulevard

Pataskala, OH 43062-8079

LVNV Funding LLC

c/o Resurgent Capital Services LP

PO Box 10466

Greenville, SC 29603-0466

LVNV Funding, LLC

Resurgent Capital Services

PO Box 10587

Greenville, SC 29603-0587

Milestone Credit Card

PO Box 84059

Columbus, GA 31908-4059

(p) MISSION LANE LLC

PO BOX 105286

ATLANTA GA 30348-5286

NCA

PO Box 550

327 W. Fourth Street

Hutchinson, KS 67501-4842

National Credit Adjusters

PO Box 3023-327

W 4th Street

Hutchinson, KS 67504-3023

(p) PORTFOLIO RECOVERY ASSOCIATES LLC

PO BOX 41067

NORFOLK VA 23541-1067

Quantum<sup>3</sup> Group LLC as agent for

Velocity Investments LLC

PO Box 788

Kirkland, WA 98083-0788

(p) REGIONAL INCOME TAX AGENCY

PO BOX 470537

ATTENTION LEGAL DEPARTMENT

BROADVIEW HEIGHTS OH 44147-0537

(p) CONTINENTAL FINANCE COMPANY

PO BOX 3220

BUFFALO NY 14240-3220

US Department of Education

National Payment Center

PO Box 790336

Saint Louis, MO 63179-0336

US Department of Education

PO Box 16448

Saint Paul, MN 55116-0448

(p) UPGRADE INC

2 N CENTRAL AVE

10TH FLOOR

PHOENIX AZ 85004-4422

WebBank

215 South State St.

Suite 800

Salt Lake City, UT 84111-2339

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Empower  
660 York Street  
#102  
San Francisco, CA 94110

Jefferson Capital Systems LLC  
PO Box 7999  
St. Cloud, MN 56302-9617

Mission Lane LLC  
Attn: Bankruptcy  
P.O. Box 105286  
Atlanta, GA 30348

Portfolio Recovery Associates  
120 Corporate Boulevard  
Norfolk, VA 23502

(d) Portfolio Recovery Associates LLC  
140 Corporate Boulevard  
Norfolk, VA 23502

(d) Portfolio Recovery Associates, LLC  
POB 41067  
Norfolk VA 23541

RITA  
P.O. Box 6600  
Cleveland, OH 44101-2004

Surge  
PO Box 3220  
Buffalo, NY 14240

Upgrade Inc.  
275 Battery Street  
23rd Floor  
San Francisco, CA 94111

End of Label Matrix  
Mailable recipients 37  
Bypassed recipients 0  
Total 37